

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SCHNUCK MARKETS, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 4:13-cv-2226-JAR
)	
FIRST DATA MERCHANT DATA)	
SERVICES CORP. AND CITICORP)	
PAYMENT SERVICES, INC.,)	
)	
Defendants.)	

**FIRST DATA MERCHANT SERVICES CORP.’S AND
CITICORP PAYMENT SERVICES, INC.’S REQUEST FOR ORAL ARGUMENT**

First Data Merchant Services Corp. and Citicorp Payment Services, Inc. (collectively, “Defendants”) hereby respectfully request oral argument, pursuant to E.D. Mo. L.R. 78-4.02(B), concerning Defendants’ Motion for Partial Reconsideration of Order Granting Plaintiff’s Partial Cross-Motion for Judgment on the Pleadings, or, in the Alternative, Motion for Leave to Amend Pleadings (the “Reconsideration Motion”), filed contemporaneously herewith, and in support thereof state:¹

1. Defendants believe that oral argument will aid the Court due to the particular procedural posture in which the Order for which Defendants have sought reconsideration arose. As explained in the Reconsideration Motion, Defendants believe that because the Court was presented with competing cross-motions for judgment on the pleadings, the resulting ruling

¹ Capitalized terms not defined herein have the meaning ascribed to them in the Reconsideration Motion.

misapplied the governing standards as to resolution of Plaintiff's Motion (Defendants do not seek reconsideration of the Court's Order insofar as it denied Defendants' motion for judgment on the pleadings). Oral argument would enable Defendants to explain the import and intricacies of the issues of law and fact raised by the Reconsideration Motion.

2. Moreover, because Defendants alternatively seek leave to amend their pleadings to correct whatever potential deficiencies the Court may believe exist regarding their allegations concerning Plaintiff's PCI DSS non-compliance, the resulting data breach, and the applicability of various provisions of the parties' Agreement under the circumstances, Defendants believe a hearing to more fully understand the potential deficiencies needing cure would be an efficient and effective use of both the parties' and the Court's limited resources.

3. Counsel for Defendants has conferred with counsel for Plaintiff, who have advised that they oppose this request for oral argument.

Dated: February 12, 2015

Respectfully submitted,

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***Counsel for Defendants/Counterclaim-Plaintiffs
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and Citicorp Payment Services Incorporated***

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing was filed electronically with the Clerk of the Court of the United States District Court for the Eastern District of Missouri using CM/ECF on February 12, 2015 and, as such, was served on all parties of record by operation of the CM/ECF system.

By: /s/ P. Christine Deruelle

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